

COTTONWOOD HEIGHTS

RESOLUTION NO. 2009-01

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL COOPERATIVE AGREEMENT CREATING THE VALLEY POLICE ALLIANCE

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, each of the cities of Cottonwood Heights (the “*City*”), Draper, Midvale, Salt Lake City, Sandy, South Salt Lake City, West Jordan City and West Valley City (collectively, the “*Participants*”) self-provides law enforcement services through its respective police department; and

WHEREAS, the Participants currently have mutual aid agreements and systems in place to assist each other in the provision of police services across jurisdictional boundaries in times of emergency; such agreements and systems have demonstrated the Participants’ ability to work together in an effective and efficient manner; and

WHEREAS, consequently, the Participants have determined that formation of a strategic alliance (the “*Valley Police Alliance*”) will enhance their provision of law enforcement services and enhance protection of their respective citizens; and

WHEREAS, creation of the Valley Police Alliance also will benefit the Participants’ purchasing, mutual aid assistance, and efficient use of resources within their respective jurisdictions, and will broaden the scope of the Participants’ cooperation to such other beneficial areas as the Participants hereafter jointly may determine on a case-by-case basis; and

WHEREAS, the Participants jointly have negotiated and drafted a proposed interlocal agreement (the “*Agreement*”) regarding the creation and operation of the Valley Police Alliance; and

WHEREAS, each of the Participants is a public agency for purposes of the Interlocal Cooperation Act and otherwise is qualified to enter into the Agreement; and

WHEREAS, the City’s municipal council (the “*Council*”) met in regular session on 13 January 2009 to consider, among other things, approving the City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, the city attorney of the City has approved the form of the Agreement as required by UTAH CODE ANN. §11-13-202.5(3); and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement be, and hereby is, approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2009-01, shall take effect immediately upon passage.

PASSED AND APPROVED this 13th day of January 2009.

COTTONWOOD HEIGHTS CITY COUNCIL



Linda W. Dunlavy
Linda W. Dunlavy, Recorder

By Kelvyn H. Cullimore, Jr.
Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Gordon M. Thomas	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Don J. Antczak	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Bruce T. Jones	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 13th day of January 2009.

RECORDED this 14 day of January 2009.

INTERLOCAL AGREEMENT
Regarding the Creation and Operation of the
VALLEY POLICE ALLIANCE

Between these City Corporations

**COTTONWOOD HEIGHTS CITY; DRAPER CITY; MIDVALE CITY; MURRAY CITY;
SALT LAKE CITY; SANDY CITY; SOUTH JORDAN CITY; SOUTH SALT LAKE CITY;
TAYLORSVILLE CITY; WEST JORDAN CITY; & WEST VALLEY CITY**

This Interlocal Agreement ("Agreement") is entered into this _____ day of _____, 2009 by and among **COTTONWOOD HEIGHTS CITY; DRAPER CITY; MIDVALE CITY; MURRAY CITY; SALT LAKE CITY; SANDY CITY; SOUTH JORDAN CITY; SOUTH SALT LAKE CITY; TAYLORSVILLE CITY; WEST JORDAN CITY; & WEST VALLEY CITY**, municipal corporations of the State of Utah, (herein individually a "Party" or collectively the "Parties").

WITNESSETH

WHEREAS, the Parties have determined that the formation of a strategic alliance will assist in furthering the protection of the citizens of their respective cities; and

WHEREAS, the creation of the Valley Police Alliance will allow for increased benefits regarding purchasing, mutual aid assistance, and efficient use of resources to the Parties and the citizens of their cities; and

WHEREAS, the Parties currently have mutual aid and automatic aid agreements and systems in place to assist with the provision of police service to citizens and such agreements have demonstrated the Parties ability to work together in an effective and efficient manner; and

WHEREAS, the Parties desire to broaden the scope of their cooperation to other beneficial areas as each City specifically and individually determines on a case by case basis; and

WHEREAS, each of the undersigned cities have participated in the discussion and negotiation of the creation of this agency;

WHEREAS, this Agreement is entered into under and pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), and the parties desire to evidence compliance with the terms and provisions of the Act; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

1. **PURPOSE.** The Purpose of this Agreement is to promote the health, safety and welfare of the collective citizens of the Parties, to provide improved police protection for municipalities and to provide immediate unified and cooperative action to guard against potential multiple threats to individual cities. The Parties declare that there is a community-wide need to provide for an interlocal Valley Police Alliance.

2. **AUTHORITY.** The Interlocal Act permits local governmental units to make the most efficient use of their powers and to provide the benefit of economies of scale; authorizes municipalities to enter into cooperative agreements with one another for the purpose of exercising, on a joint and cooperative basis, any powers, privileges and authority exercised by such public agencies individually; and authorizes such public agencies, pursuant to such agreements, to create a separate legal entity to accomplish the purposes of their joint cooperative action.

A. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and in connection with this Agreement, the parties agree as follows:

1. The Agreement shall be authorized by resolution or ordinance of the governing body of each party pursuant to § 11-13-202.5 of the Act.
2. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party pursuant to § 11-13-202.5 of the Act.
3. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party pursuant to § 11-13-209 of the Act.
4. Prior to the expiration of the term of this Agreement pursuant to Article III of this Agreement, this Agreement may only be terminated by and upon the express written consent of the parties.
5. Except as otherwise specifically provided in this Agreement or in any of the documents incorporated herein, any real or personal property acquired by a party, or by the parties jointly, pursuant to this Agreement or in conjunction with the Project shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed among the parties or as otherwise required by applicable local, state and federal law.

3. **CONSIDERATION.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

4. **EFFECTIVE DATE.** This Agreement shall become effective when at least two Parties named above each execute an original or copy of this Agreement as required by law.

5. **TERM.** The term of this Agreement shall be three (3) years from the effective date, unless sooner terminated as provided in Item 16 herein. The Agreement may be renewed in writing upon terms and conditions acceptable to the Parties, who are then parties, for a period of up to fifty (50) years.

6. **NAME.** The alliance shall be known as the Valley Police Alliance (the "Alliance").

7. **GOVERNANCE.** The Valley Police Alliance shall consist of a Board of Police Commissioners and a Board of Trustees ("Trustees").

a. The Board of Police Commissioners shall be made up of the Mayor or City Manager from each entity as that entity's form of government shall dictate.

- i. The Board of Police Commissioners shall review recommendations from the Board of Trustees with regards to Alliance business. The Board of Police Commissioners shall have no authority over the other member departments.
- ii. Commissioners decisions shall be based on a majority vote of its members, and each member city shall have one vote. Commissioners shall have the power to adopt, amend, and
- iii. repeal rules, by-laws, policies and procedures to regulate the affairs and conduct the business of the Alliance.

b. The Board of Trustees membership shall consist of each Party's Police Chief. Each Party may appoint up to two designees to serve in the absence of that Party's member and the designee(s) shall have the same rights as that member.

- i. The Board of Trustees shall act as the day to day operational board of the Alliance. Trustees shall have responsibility for overseeing reciprocity within the Alliance. The Trustees of the Alliance shall have no authority over the other member departments.
- ii. If a Trustee representing a Party does not agree with a proposed action of the other Trustee(s), that Trustee may (through written notice) abstain from participating in the specific issue being addressed and that Party will not be bound by that decision.
- iii. Each individual Police Chief shall maintain his or her authority as Police Chief. Participation in the Alliance shall not in any fashion usurp or diminish any current power or authority of each Police Chief.

8. **PARTY CONTROL.** Each Party shall continue to control, own, and maintain its individual facilities, apparatus, and equipment at its sole expense. Each Party shall continue to maintain its separate purchasing processes although Alliance-wide purchasing contracts may be

used and purchasing alliances may be formed within the Alliance for submitting bids to vendors. Each Party shall continue to maintain its own various licenses and special resources. Each Party shall continue to handle its own human resource functions to include payroll and benefits, personnel and staffing decisions, and employee compensation with respect to its own employees.

- a. The Alliance, in making decisions that impact the organizational and functionability of local police departments representing each Party, acknowledges the right of each Party to choose whether or not to participate in recommendations that are made and accepted by the Trustees.
- b. The Alliance may contract with any person or entity for the provisions of services or materials in compliance with contracting and purchasing policies established by the Trustees, including legal and accounting services.

9. **AGENCY SERVICES.** The Alliance, as determined by the Board of Trustees, may provide to each Party emergency and non-emergency services which the Alliance has the capability of providing, to include, but not limited to, standard police services,

10. **ADDITIONAL PARTIES.** Any municipality within Salt Lake County which has its own individual police department may apply for membership to the Alliance. Trustees may accept the applicant only by a unanimous vote. If accepted, the applicant must agree in writing to be bound by the terms and conditions of this Agreement.

11. **DISSOLUTION.** This Agreement may be terminated and the Alliance may be dissolved by either Trustee, subject to any agreement entered into by the Alliance to finance the acquisition or construction of capital improvements for the Alliance, unless mutually acceptable provisions are made whereby such existing agreement is assumed by another Party, and such provisions are approved in writing under such lease / purchase agreement. Upon dissolution, each Party shall be entitled, subject to equitable adjustment for any prior credits given, to receive back any original equipment or asset the Party leased, donated, or otherwise provided to the Agency. Any remaining real or personal property acquired under this Agreement shall be allocated as agreed upon by the Parties.

12. **INDEMNIFICATION.** The Alliance and the Parties are governmental entities as set forth in the Utah Governmental Immunity Act, Title 63, Chapter 30d, Utah Code Annotated ("Immunity Act"). Consistent with terms of the Immunity Act, and as provided herein, it is mutually agreed that the Alliance and the Parties are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees. The Alliance and the Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party or the Alliance waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained.

13. **INSURANCE.** Each Party shall be solely responsible for providing workers compensation and benefits for its own officials, employees and volunteers who provide services under this Agreement. Each Party shall obtain insurance, become a member of a risk pool, or be self insured to cover the liability arising out of negligent acts or omissions of its own personnel

rendering services under this Agreement. The Alliance shall purchase insurance in amounts required by law, independent of the insurance or other coverage maintained by each Party, to provide protection for its operations including, but not limited to, liability insurance and worker's compensation insurance.

14. **GOVERNMENTAL APPROVAL.** This Agreement shall be conditioned upon its approval and execution by the Parties pursuant to and in accordance with the provisions of the Interlocal Act including the adoption of resolutions of approval by the legislative bodies of the Parties.

15. **LAWS OF UTAH.** It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

16. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect. Notwithstanding, if Items 15 or 16 herein are held invalid, this Agreement shall be held invalid and shall be of no force.

17. **THIRD PARTIES.** This Agreement is not intended to benefit any party or person not named as a Party specifically herein, or which does not later become a Party hereto as provided herein.

18. **TITLES AND CAPTIONS.** The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

19. **NON ASSIGNABILITY.** Neither the Alliance nor the Parties shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement without a two thirds consent of Trustees.

20. **NOTICES.** All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and concurrently sent by first class mail to the Party and to the Party's legal office, (b) personally delivered, or (c) sent by certified or registered United States Mail addressed to the Party at the address the Party may designate, return receipt requested.

21. **ETHICAL STANDARDS.** Each Party represents that it has not: (a) provided an illegal gift or payoff to a Salt Lake City officer or employee or former Salt Lake City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a Salt Lake City officer or employee or former Salt Lake City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

01/07/2009

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below.

Agreed this _____ day of _____, 2009 for the city of Cottonwood Heights.

Kelvin H. Cullimore, Mayor

ATTEST:

City Recorder

Approved as to legal form and compliance with applicable law:

Attorney for Cottonwood Heights